

**Parametrix, Inc.**

Consultants in Engineering and Environmental Sciences

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To: Janet LuncfordDate: 12.19From: Peter

Sent By: _____

Project #: _____

Project Name: Sesko

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cc: _____

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Quality Service Through Employee Ownership

12/98

BREMERTON-004059

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (Federal-aid Projects)
 - b. Material Acceptance Certification Documents
 - c. Affidavit of Amounts Paid DBE/MBE/WBE Participants
 - d. FHWA 47 (Federal-aid Projects)
 - e. Final Contract Voucher Certification

Suspension of Work

The Engineer may order suspension of all or any part of the work if:

1. Unsuitable weather and such other conditions beyond the control of the Contractor that prevent satisfactory and timely performance of the work; or
2. The Contractor does not comply with the contract or the Engineer's orders.

When ordered by the Engineer to suspend or resume work, the Contractor shall do so immediately.

If the work is suspended for reason (1) above, the period of work stoppage will be counted as unworkable days. But if the Engineer believes the Contractor should have completed the suspended work before the suspension, all or part of the suspension period may be counted as working days. The Engineer will set the number of unworkable days (or parts of days) by deciding how long the suspension delayed the entire project.

If the work is suspended for reason (2) above, the period of work stoppage will be counted as working days. The lost work time, however, shall not relieve the Contractor from any contract responsibility.

If the performance of all or any part of the work is suspended, delayed, or interrupted for an unreasonable period of time by an act of the Contracting Agency in the administration of the contract, or by failure to act within the time specified in the contract (or if no time is specified, within a reasonable time), the Engineer will make an adjustment for any ease in the cost or time for the performance of the contract (excluding profit) necessarily used by the suspension, delay, or interruption. However, no adjustment will be made for any suspension, delay, or interruption if (1) the performance would have been suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or (2) an equitable adjustment is provided for or excluded under any other provision of the contract.

If the Contractor believes that the performance of the work is suspended, delayed, or interrupted for an unreasonable period of time and such suspension, delay, or interruption is the responsibility of the Contracting Agency, the Contractor shall immediately submit a written notice of protest to the Engineer as provided in Section 1-04.5. No adjustment shall be allowed for any costs incurred more than 10 calendar days before the date the Engineer receives the Contractor's written notice of protest. If the Contractor contends damages have been suffered as a result of such suspension, delay, or interruption, the protest shall not be allowed unless the protest (stating the amount of damages) is asserted in writing as soon as practicable, but no later than the date of the Contractor's signature on the Final Contract Voucher Certification. The Contractor shall keep full and complete records of the costs and additional time of such suspension, delay, or interruption and shall permit the Engineer to have access to those records and any other records as may be deemed necessary by the Engineer to assist in evaluating the protest.

12-19

Janet

Here is what I think
the "rate" is re/ delays.

The City would be at risk
for

• Demob / Mob or Stand by
based on Force Account
or negotiated cost.

Loss of revenue from
rent of resources
Project
its to base-bid
a delay & possible
of disposal sites.

Let me know your
thoughts.

The Engineer will determine if an equitable adjustment in cost or time is due as provided in this section. The equitable adjustment for increase in costs, if due, shall be subject to the limitations provided in Section 1-09.4, provided that no profit of any kind will be allowed on any increase in cost necessarily caused by the suspension, delay, or interruption.

Request for extensions of time will be evaluated in accordance with Section 1-08.8. The Engineer's determination as to whether an adjustment should be made will be final as provided in Section 1-05.1.

No claim by the Contractor under this clause shall be allowed unless the Contractor has followed the procedures provided in this Section and in Sections 1-04.5 and 1-09.11.

1-08.7 Maintenance During Suspension

Before and during any suspension (as described in Section 1-08.6) the Contractor shall protect the work from damage or deterioration. Suspension shall not relieve the Contractor from anything the contract requires unless this section states otherwise.

At no expense to the Contracting Agency, the Contractor shall provide through the construction area a safe, smooth, and unobstructed roadway for public use during suspension (as required in Section 1-07.23 or the special provisions). This may include a temporary road or detour.

If the Engineer determines that the Contractor failed to pursue the work diligently before the suspension, or failed to comply with the contract or orders, then the Contractor shall maintain the temporary roadway in use during suspension. In this case, the Contractor shall bear the maintenance costs. If the Contractor fails to maintain the temporary roadway, the Contracting Agency will do the work and deduct all resulting costs from payments due to the Contractor.

If the Engineer determines that the Contractor has pursued the work diligently before the suspension, then the Contracting Agency will do the routine maintenance work (and bear its cost). This Contracting Agency-provided maintenance work will include only routine maintenance of:

1. The traveled way, auxiliary lanes, shoulders, and detour surface,
2. Roadway drainage along and under the traveled roadway or detour, and
3. All barricades, signs, and lights needed for directing traffic through the temporary roadway or detour in the construction area.

The Contractor shall protect and maintain (and bear the costs of doing so) all other work in areas not used by traffic.

After any suspension during which the Contracting Agency has done the routine maintenance, the Contractor shall accept the traveled roadway or detour as is when work resumes. The Contractor shall make no claim against the Contracting Agency for the condition of the roadway or detour.

After any suspension, the Contractor shall retain all responsibilities the contract assigns for repairing or restoring the roadway, its slopes, and its drainage system to the requirements of the plans.

1-08.8 Extensions of Time

The Contractor shall submit any requests for time extensions to the Engineer in writing no later than 10 working days after the delay occurs. The request shall be limited to the change in the critical path of the Contractor's schedule attributable to the change or event giving rise to the request. To be considered by the Engineer, the request shall be in sufficient detail (as determined by the Engineer) to enable the Engineer to ascertain the basis and